

1 considerations from an engine standpoint do you
2 look at and say, the C12 engine is suitable for
3 these characteristics?

4 And if that's another way of
5 getting at that I'll withdraw the last question
6 and get at that.

7 MR. GRUNERT: I still object.
8 But if you can answer that question go ahead.

9 MR. SAMITO: Off the record.
10 (Discussion off the record.)

11 BY MR. SAMITO:

12 Q. I'll get at it another way. Were C12
13 engines appropriate for fuel hauler and dump
14 trailer operations in the New England area?

15 A. Yes.

16 Q. Were the C12 engines appropriate for
17 Trans-Spec's trucks as they were spec'd?

18 MR. GRUNERT: Object to the form.

19 THE WITNESS: I don't know
20 because I don't know what exactly was spec'd on
21 them.

22 BY MR. SAMITO:

23 Q. Has Caterpillar ever received the spec'g

1 details as part of its pre-litigation
2 investigation?

3 A. We may, I believe we have like, I believe
4 we have build sheets somewhere here.

5 MR. GRUNERT: I think there's one
6 in those 6SIGMA documents.

7 THE WITNESS: Okay. There we go.
8 Can you restate your question again?

9 BY MR. SAMITO:

10 Q. Sure. Were the C12 engines appropriate
11 for Trans-Spec's trucks as they were spec'd or
12 designed?

13 MR. GRUNERT: Object in so far as
14 you're seeking an expert opinion. If you can
15 answer that question without offering expert
16 opinions go ahead and answer.

17 THE WITNESS: We, Caterpillar
18 sells engines to the truck manufacturer and the
19 truck manufacturer specs those according to
20 what the customers want when they order the
21 trucks.

22 So I'm not directly involved in
23 approving or disapproving what they are going

1 to build for a, you know, particular customer.
2 So I don't know. I can't answer that.

3 BY MR. SAMITO:

4 Q. Does Caterpillar provide its performance
5 data in its specifications for its various
6 engines for inclusion in spec'g programs used
7 by OEMs?

8 A. I think we do. We do send out information
9 on heat rejection, performance, torque, those
10 types of things that they can use if they want
11 in their spec'g program.

12 Q. Does Caterpillar have any specific spec'g
13 program that it uses?

14 A. There's a program called Design Pro that
15 is used to make sure that the truck axle ratios
16 and gear ratios are set up to get optimum fuel
17 economy, and usually it's startability and
18 gradeability is often looked at in that.

19 Q. Who would use that in terms of dealing
20 with a customer?

21 A. And I don't get into this a lot, it's on
22 the sales side of the business, but it would
23 be, I believe it would be provided to an OEM

1 dealer and/or our Caterpillar dealers.

2 The people involved in sales
3 there would have that software.

4 Q. So in Massachusetts Southworth Milton
5 would have that software?

6 A. I believe they do.

7 Q. Is it generally common to have flywheel
8 housing failures in engines?

9 A. No, it's not common.

10 Q. Do you know what sort of damage a failed
11 flywheel housing can do to an engine?

12 A. I don't know what kind of damage it would
13 do to the engine. Obviously, you know, the
14 flywheel housing would be non-usable if it's
15 cracked.

16 And because of the, obviously to
17 get at it you'd pull the transmission out.
18 It's an expensive repair.

19 Q. Do you know what sort of damage a failed
20 flywheel house can do to a truck as a whole?

21 A. Again, it would, the truck would have to
22 be pulled out of service to be repaired.

23 Q. Would it do damage to the clutch?

EXHIBIT

Exhibit A

1 Q. What's the fix for the problem?
2 MR. GRUNERT: Same objection.
3 BY MR. SAMITO:
4 Q. Does Caterpillar have a fix for the
5 problem?
6 MR. GRUNERT: Object to the form.
7 Truck Services' problem?
8 MR. SAMITO: For the problems
9 with the flywheel houses.
10 MR. GRUNERT: Well, I object to
11 the form. You have not established that there
12 is a problem with the flywheel housings.
13 BY MR. SAMITO:
14 Q. Why was the 6SIGMA team formed?
15 A. To investigate complaints on the flywheel
16 housings.
17 Q. Is the 6SIGMA team formed for every time
18 there's a complaint on any engine part?
19 A. Lots of times it is.
20 Q. So if a single complaint comes in a 6SIGMA
21 team will be formed?
22 A. Not a single complaint.
23 Q. How, what triggers it? What is your

1 cutoff?
2 A. Three failures.
3 Q. Three failures? And in this case how many
4 failures before the 6SIGMA team was triggered?
5 A. At the time that we formed the team there
6 was probably a hundred failures.
7 Q. Did the 6SIGMA team focus just on
8 Trans-Spec's trucks or on C12 flywheels in
9 general?
10 A. We --
11 Q. Or were there two teams?
12 A. No. We started the team based on
13 Trans-Spec's complaints and then we broadened
14 it to see if there was a bigger problem.
15 Q. So when you first looked at Trans-Spec's
16 problems, what was the permanent fix for
17 Trans-Spec's problems?
18 A. We could not find the root cause.
19 Q. How about for the broader, when you
20 broadened out what was the permanent fix that
21 the team came up with?
22 MR. GRUNERT: Object to the form.
23 There was no need for a permanent fix.

1 BY MR. SAMITO:
2 Q. What was the fix for the trucks that were
3 having problems or failures with the flywheel
4 housings and the flywheel housing bolts?
5 A. Say again.
6 MR. GRUNERT: In addition to the
7 ones he's told you about? The Oshkosh ones?
8 MR. SAMITO: In general. In
9 general. All, all, all of the, all of the
10 trucks that the 6SIGMA team looked at.
11 Mr. Bowes testified that he, the
12 6SIGMA team didn't come up with a fix for
13 Trans-Spec's problems and broadened out to look
14 at other flywheel housing failures and flywheel
15 house bolt failures, and what I'm asking is,
16 what was its conclusion, what was the fix for
17 C12 flywheel housing and flywheel house bolt
18 failures.
19 MR. GRUNERT: The problem with
20 the question is that it is assuming that there
21 are repetitive C12 flywheel housing failures on
22 trucks other than Truck Service's trucks.
23 That is to say that there is a

1 problem that needs to be fixed.
2 MR. SAMITO: It's not assuming
3 that. It's saying in general what did the
4 6SIGMA team find as its final conclusion.
5 What did it say should be done to
6 prevent further problems, whether it's a
7 flywheel house that was perfectly fine or
8 whether it's one that has had multiple
9 failures; what was the final solution.
10 MR. GRUNERT: Again, I object to
11 the form. The question is unanswerable in that
12 form.
13 But if you, if you understand
14 what he's asking and if you can formulate an
15 answer to that question, go ahead and do so.
16 THE WITNESS: The team looked at
17 the failures across, you know, all of our
18 110,000 engines and our approach was to look
19 at, narrow it down to particular OEM's as
20 having a problem worse than others.
21 So the focus of our
22 investigation, not having unlimited resources,
23 was to look at that particular OEM and try to

1 understand why they were having these failures.
2 And the investigation was ongoing
3 when litigation came in and we were halted in
4 doing so.
5 BY MR. SAMITO:
6 Q. What OEMs were having problems?
7 A. Sterling was having a failure rate higher
8 than the rest of the OEMs as well as Oshkosh
9 for the earlier, earlier description that I
10 talked about.
11 Q. What about other OEMs?
12 A. Other OEMs had failures, but not nearly to
13 the extent that Sterling did.
14 Q. Did Freight Liner have failures?
15 A. Yes.
16 Q. Did International have failures?
17 A. Yes.
18 Q. Did Kenworth have failures?
19 A. Yes.
20 Q. Did Peterbilt have failures?
21 A. Yes.
22 Q. Was it the same problem across the board?
23 In other words, were the failures in all the

1 different OEMs being caused by the same
2 problem?
3 A. I don't know that. We did not investigate
4 each of the OEMs.
5 Q. What, what was causing the failures?
6 A. I don't know.
7 Q. Has the team ever found a root cause?
8 A. The team that was looking at this
9 particular issue did not, but as I mentioned
10 before in prior instances we had determined.
11 Q. How about with the Sterling's? Was there
12 a root cause with Sterling's?
13 A. I don't know what the root cause is.
14 MR. SAMITO: You want to go off
15 the record for a second?
16 (Discussion off the record.)
17 THE WITNESS: Okay.
18 (Exhibit No. 15 marked for
19 identification.)
20 BY MR. SAMITO:
21 Q. Exhibit 15 is Bates number S001370. It's
22 an e-mail from Brad Boden dated November 24th,
23 2003.

1 It refers to a customer in
2 Tennessee that had a unit with three failures
3 and has 267,000 miles on it.
4 You mentioned before
5 participating I believe in the investigation or
6 being familiar at least in terms of this
7 Tennessee company's --
8 A. Uh-huh.
9 Q. -- three failures on the same engine.
10 Was there any specific reason why that was
11 happening? Why was it failing with such
12 frequency?
13 A. Yeah. I don't know the answer because we
14 were unable to, you know, commandeer the truck
15 to do any detail testing with it.
16 And he was at the end of the life
17 and willing, he was going to trade the truck
18 off from what I understand, shortly thereafter,
19 so we were unable to do any further testing.
20 We did send, we did send Aaron
21 Shofner down to look at the truck though.
22 Q. Did he report back to you?
23 A. Yeah. There was a report somewhere that

1 he had written up. And he had digital
2 photographs in there of the truck and what he
3 had seen on the flywheel housing.
4 Q. What was the substance of that report?
5 A. It was a mixer truck. I'm sorry, a dump
6 truck, Sterling dump truck. And it had been
7 modified with two, I guess you call them helper
8 axles.
9 It had the two rear axles and
10 there was two additional axles put forward on
11 those rear axles that you could lower down.
12 Maybe it's, you have certain
13 weight requirements. You have to have so much
14 weight per axle to lower those axles down and
15 you can get by that requirement.
16 But he had those axles, those
17 axles were added after manufacture of the
18 truck.
19 But he rode with the operator of
20 the truck and didn't see any unusual, you know,
21 rough environments that he went through or
22 anything else.
23 And he commented the bolts were

1 FYI.

2 If we want to get these housings
3 back need someone from Product Health to call
4 them back from Southworth Milton, Al Cardoza.
5 What's that mean?

6 A. You said this is an e-mail from me?

7 Q. Look at the bottom, the bottom one.

8 A. Oh. That's typically, when we call parts
9 back Product Health has that responsibility,
10 and they have a parts return request that they
11 need to issue to one of our dealers in order to
12 get parts returned.

13 So it's just our normal process
14 to get failed parts back to our claims room
15 where you can look at them.

16 Q. And then up at the top there's an e-mail
17 from L. Gregory Metz to you and a number of
18 other people dated a couple hours later that
19 same day and says; as Al mentioned in an e-mail
20 he just said the customer bought these housings
21 with his own money; these were not warranty
22 repairs.

23 What that means is we have no

1 authority to call these parts back under the
2 standard warranty parts return system.

3 Did it help you remember if you
4 learned anything regarding Caterpillar not
5 reimbursing Trans-Spec for flywheel house or
6 flywheel house bolt failures?

7 A. All, I think, yeah. At the time we read
8 that it was out of warranty so it was, repairs
9 were being done at the customer's expense.

10 Q. You thought this time that they were out
11 of warranty?

12 A. I could have easily read it that way. I
13 guess I don't know if I knew at the time.

14 Q. Is this the type of thing that you assumed
15 would have been covered by warranty?

16 A. Well, we knew the engines were a little
17 bit older engines and, you know, when this went
18 out in 2004 they would have been four or five
19 years old.

20 Standard warranty is two years.

21 So I guess I would imply by reading that that
22 they were just out of warranty and that's why
23 he had to pay for them on his own.

1 Q. What if, what if they were still within
2 warranty and correct, in 500,000 miles or five
3 years would flywheel houses and flywheel hous
4 bolt failures been something covered under that
5 warranty?

6 A. The extended service?

7 Q. Yeah. The extended service coverage.
8 Five years, 500,000 miles.

9 A. Yeah. I think the, it does cover the
10 flywheel houses. ESC coverage.

11 Q. So you just assumed that it was past, it
12 was outside of that ESC coverage, the five
13 years, 500,000 miles, which is why Trans-Spec
14 was buying these with their own money?

15 A. Yeah. I don't know if that's what I
16 thought at that time or not. I'm just reading
17 it now that I could have, I could have thought
18 that.

19 Q. And in the second paragraph there it
20 mentions the idea of seeing about a, it implies
21 some sort of deal with Sterling, right?

22 Some kind of restitution for the
23 repairs from Sterling to Trans-Spec and hoping

1 that that would mean Trans-Spec would be
2 willing to let Caterpillar have the housings.

3 Was there any approaching of
4 Sterling to see about facilitating this?

5 A. I believe that was Troy or a rep in the
6 field that would have approached Sterling, and
7 it talks about talking with their reps.

8 I don't, yeah, I believe that's
9 what that implied.

10 Q. Did Troy try, is that a situation where
11 Sterling may pay half the repair costs and
12 Caterpillar would pay half the repair costs?

13 A. He I believe had, he's talking here about
14 he was having a meeting with them to discuss
15 just that, but I don't know that that was ever
16 arranged.

17 We weren't privy to the meeting
18 or really the contents of it.

19 (Exhibit No. 19 marked for
20 identification.)

21 BY MR. SAMITO:

22 Q. I want to look at the second page which is
23 marked S001506. It's an e-mail from Al

CATERPILLAR**EXHIBIT****Exhibit B****ON-HIGHWAY VEHICLE****ON-HIGHWAY VEHICLE ENGINE EXTENDED SERVICE COVERAGE**

Registration Certificate For Units Operating In The U.S.A. And Canada
 For Mid-Range and Heavy Duty On-Highway Truck, School Bus, Recreational Vehicle,
 Fire Truck or Crash Rescue Engine Applications
 (Program Effective Date May 1, 1998)

PRESS HARD
YOU ARE MAKING 3 COPIES

CUSTOMER NAME

TANUC, SERVICE

MAILING ADDRESS

7, C.R. 1, 510, LAKE

CITY

MILLBURY

STATE/PROVINCE

MA

ZIP/POSTAL CODE

0115217

PHONE NUMBER

206-791-9531

TYPE OF REGISTRATION

New Registration

Transfer Ownership

Upgrade Coverage

Warranty Replacement Engine

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Replacement Engine S/N

Miles (km) 66

Delivery MM/DD/YYYY
Date 01/15/2000

Transfer Miles (km): Unit # 9800

Transfer MM/DD/YYYY
Date

Engine S/N 2K537791

Engine Model G-112

3801
HP 210

N 571177

Vehicle Make STELLER

Vehicle Model 6T9500

APPLICATION

On-Highway Truck
 School Bus
 Recreational Vehicle
 Fire Truck
 Crash Rescue
 Other

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

CAT DLR. CODE

0120

COVERAGE (Reference On-Highway Vehicle Engine Price Matrix for Model/Coverage Availability)

SC I ☐SC II ☐SC Plus ☒SC II MIDRANGE ☐With Brakesaver add \$250 ☐SEE ATTACHED MULTI-UNIT
REGISTRATION FORMS

Coverage Months 60

Coverage Miles 300,000 Coverage Hours

Deductible - 0 -

COVERAGE FEES

C FEE \$1150 -
 BRAKESAVER FEE \$
 MIN. FEE \$
 E FEE \$
 TAL FEE \$1150 -

IMPORTANT!!

Please ensure you are using the latest version of the On-Highway Vehicle
 Engine Price Matrix.

TECI 43129

I hereby certify that I have read and understand the terms and conditions checked above, and as
 indicated on the back of this Registration Certificate.

Owner Signature

Date 2/12/00

I hereby certify that the engine serial number indicated above is eligible for the
 coverage as specified on this Registration Certificate and have read and understand
 the dealer's responsibilities as specified on the back of this Registration
 Certificate.

Authorized Dealer Representative

Date 2/12/00

INTRODUCTION

Caterpillar's Extended Service Coverage for On-Highway Vehicle Engine Service Contract, herein referred to as "service contract", for new vehicles powered with Caterpillar engines is an important part of Caterpillar's continuing effort to provide Caterpillar Vehicle Engine Owners with superior value and product support. This service contract provides the Owner assurance against unexpected repair costs for covered component failures due to defects in materials or workmanship under normal use.

TERMS AND CONDITIONS

This service contract is available for new vehicles powered with Caterpillar Mid-Range and Heavy Duty On-Highway Vehicle Engines, herein referred to as "new vehicle(s)". This service contract is only available for use within the continental boundaries of the United States and Canada.

The Owner should purchase this service contract on the original delivery date of the new vehicle at a Caterpillar authorized dealer herein referred to as "authorized dealer". The applicable start mileage and date must be recorded on this Service Contract.

This service contract runs concurrently with the Caterpillar On-Highway Vehicle Engine Warranty and provides full components and labor coverage for covered components failures due to defects in Caterpillar materials or workmanship under normal use. Violation of this contract will occur when the time or mileage from the original delivery date exceeds the coverages as specified on this Service Contract.

Components listed below are covered under these programs except the applicable exclusions listed under Section VI. Exclusions & Limitations:

MID-RANGE EXTENDED SERVICE COVERAGE (ESC II)

ESC II for Mid-Range is available in two different deductibles:

- Option 1: Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.
- Option 2: Caterpillar will pay 100% of the components and labor charges for covered failures, less a \$500 deductible charge per service visit.

The following components are covered under the Mid-Range ESC II: exhaust manifolds, studs, & gaskets, inlet air heater & relay, intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, pushrods, adjusting screws, nuts, shaft, & push tubes), valve cover & base, camshaft, camshaft bearings, camshaft lifter assembly (follower clips), front covers & plates, front cover gaskets, front cover gears & power steering gear, flywheel housing gasket, cylinder block casting, freeze plug, crankshaft, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, main bearing cap bolt, cover tubes (3126), fuel injection pump & governor, fuel injection pump mounting seal, fuel ratio control, fuel lines, timing pump, control rack (3116), oil pan, oil pump, oil cooler housing, oil cooler core, oil filter base, HEUI high pressure oil line, pump, & injector actuation pressure control valve, thermostat housing cover, water pump housing, water manifold, control module (ECM), sensors (boost pressure, atmospheric intake manifold air temp, oil pressure, coolant temperature, rack & timing, temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC I)

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

The following components are covered under the Heavy-Duty ESC I: intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, spacer plate (block & head), spacer plate gasket, intake & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, bridges, pushrods, adjusting screws, nuts, shaft, & push tubes), camshaft, camshaft bearings, camshaft lifter assembly (including follower clips), front covers & plates, front cover gaskets, front cover gears & power steering gear, flywheel housing gasket, cylinder block casting, freeze plug, crankshaft, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, cylinder liner, & liner seals, cylinder liner filler band, main bearing cap bolt, fuel injection pump mounting seal, timing gears, oil pump, oil cooler housing, thermostat housing cover, water pump housing, control module (ECM).

HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC II)

Components listed under Heavy-Duty Extended Service Coverage I are covered plus the following:

Intake manifold studs and gaskets, inlet air heater relay, valve cover and base, fuel injection pumps and governor, fuel ratio control, fuel lines, timing advance, oil pan, oil cooler core, oil filter base, water manifold, and shut-off solenoid.

HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC Plus)

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

Components listed under Heavy-Duty Extended Service Coverage I and Heavy-Duty Extended Service Coverage II are included plus the following: control module (ECM), vibration damper, road speed buffer, sensors (boost pressure, atmospheric intake air temp, oil pressure, coolant temperature, rack & timing, fuel temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

Violation of this Service Contract will occur when the time, miles, or hours, whichever occurs first, from the original delivery date of the engine exceeds the coverage limits as specified on this Registration Certificate.

CATERPILLAR'S RESPONSIBILITIES

Caterpillar, during normal working hours at a place of business of an authorized dealer, will pay 100% of the components and labor charges, minus any applicable deductible, for the repair of covered component failures during the coverage period when the failure is due to defects in materials or workmanship under normal use.

Caterpillar will provide (at Caterpillar's choice) either new, remanufactured or repaired components when replacing or repairing components which fail due to defects in materials or workmanship under normal use. Further, Caterpillar will also provide components and labor charges for any engine component which is rendered unserviceable by the failure of a covered component.

Caterpillar will restore the engine to its operating condition prior to failure by repairing/replacing only the defective components and consequential damaged components necessary to remove/repair/install the defective components. Other parts removed in the process of the repair will be reinstalled as is, unless the Owner authorizes the additional expense to repair or replace.

Caterpillar will also pay the reasonable costs of any expendables or consumables, including but not limited to, lube oil, filter, hoses, belts, gaskets and seals which are made unusable as a result of a covered component failure.

OWNER'S RESPONSIBILITIES

The authorized dealer accepts full liability for incorrect, invalid or late enrollments. Registrations will be accepted up to one hundred eighty (180) days from original delivery date of sale at the published price levels. All registrations made by the authorized dealer after the initial enrollment period, and up to one year from original delivery date, will be charged an enrollment fee.

V. OWNER'S RESPONSIBILITIES

The Owner shall operate and maintain the engine according to the guidelines and recommendations as specified in the appropriate Caterpillar Vehicle Engine Operation & Maintenance Management Guide. The Owner shall provide and comply with the Maintenance Schedules, such as receipts or copies of work orders or invoices from authorized dealer showing the maintenance and services performed.

In the event of a covered component failure, the Owner must promptly make the engine available to an authorized dealer for repair and provide proof of this service contract registration by presenting the customer copy of the Registration Certificate.

The Owner is responsible for all costs not covered by this service contract as specified in Section VI, Exclusions and Limitations.

VI. EXCLUSIONS & LIMITATIONS

This service contract does not cover component failures caused by:

- dealer workmanship on subsequent repairs and dealer workmanship on repairs made to non-covered components.
- non-covered components (including bolts, clamps, and other fasteners that attach non-covered components to the engine).
- operator abuse, neglect, improper operation or accident.
- non-Caterpillar attachments, accessories and parts (any engine part that is not identified by a Caterpillar part number), including, but not limited to: engine compression and exhaust brakes, fans, radiators, air to air aftercooler cores, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, hoses, belts and clamps.
- an application or installation not approved by Caterpillar.
- normal wear out, including but not limited to oil consumption, chemical/mechanical erosion and/or leaking seals or gaskets.
- unauthorized repairs or adjustments, including but not limited to: improper fuel setting and valve lash adjustments.
- repairs or alterations made by an unauthorized dealer.
- brakes/over unless specified as option on contract.
- fuel transfer pump, fuel priming pump, unit injectors and fuel nozzles, thermostat, starters, alternators, turbochargers, air compressor, electronic connectors and wiring.
- steel shims and cast iron block inserts.
- acts of God, war, vandalism, riot, theft, explosion, and any other act of nature or man.
- failure to follow maintenance procedures and scheduled component inspections/replacements as specified in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide.

This service contract also does not pay for:

- normal preventative maintenance and scheduled component inspections/replacements as defined in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide, including but not limited to valve lash adjustments, inspections, Scheduled Oil Sampling and maintenance items such as lube oils, filters, belts and hoses.
- performance complaints, including but not limited to, any adjustments to fuel settings, PAR tests, or programming of the Electronic Control Module.
- reimbursement for any travel or towing, or overnight lodging or meals or communications expenses and any other downtime or downtime-related expenses cargo damage or economic loss.
- any and all taxes.
- parts shipping charges.

VII. TRANSFER OF COVERAGE

The remaining coverage of this service contract may be transferred to subsequent owners during the coverage period at no extra charge, provided the new owner of the vehicle presents a copy of the current Registration Certificate to an authorized dealer within ten (10) days of the transfer of the vehicle title. Remaining coverage cannot be transferred from a covered engine to a non-covered engine.

VIII. REFUNDS

Any and all service contract fees are non-refundable.

IX. DISCLAIMERS

CATERPILLAR'S RESPONSIBILITIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS SERVICE CONTRACT ARE COVERED UNDER THE APPLICABLE REPLACEMENT PARTS WARRANTY.

THIS SERVICE CONTRACT DOES NOT SUPERSEDE THE EMISSION WARRANTY FOR EMISSION-RELATED COMPONENTS.

MISREPRESENTATION OF THE ENGINE'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILEAGE, HOURS, OR AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY CATERPILLAR WITH NO REFUND. CATERPILLAR SHALL BE ENTITLED TO ALL OTHER REMEDIES.

Date 2-7-00

ECI # 7-11-9

Caterpillar On-Highway Vehicle Engine Extended Service Coverage Registration Form For Multiple Unit Registrations

1	C-12	380/410	2K527750	F57160	6000	01-15-00	156
2			2K527837	F57163	6100	12-08-99	66
3			2K527878	F57162	6200	01-15-00	70
4			2K527936	F57181	6300	01-15-00	156
5			2K527904	F57165	6700	12-08-99	156
6			2K527955	F57170	6800	01-15-00	1760
7			2K528378	F57179	6900	01-15-00	150
8			2K527844	F57180	7100	01-15-00	60
9			2K527905	F57174	7400	01-15-00	72
10			2K527927	F57168	7500	01-15-00	61
11			2K527877	F57161	7600	12-08-99	66
12			2K528368	F57175	7700	01-15-00	60
13			2K527861	F57171	7800	01-15-00	1512
14			2K527956	F57169	7900	01-15-00	1543
15			2K527857	F57172	8000	01-15-00	1660
16			2K528276	F57167	8100	01-15-00	1487
17			2K527924	F57173	8300	01-15-00	67
18			2K527953	F57176	8400	01-15-00	66
19			2K527931	F57166	8600	12-08-99	71
20			2K527873	F57164	8500	01-15-00	69

This form is to be used as an addendum to On-Highway Vehicle Registration Certificate (LELT6573) which identifies specific terms, conditions, and component coverages.

LELT6361-01

New 3406 C-12, C-10, 3176 and 3306 Engines. Powering On-Highway Vehicles
Worldwide*

Caterpillar Responsibilities

Caterpillar's Responsibilities

Provide the caliper's choice) new Remanufactured or Caliper approved repaired parts to assembled components needed to correct the defect.

Replace lubricating oil, filters, and/or coolant if service items made unsatisfactory by the defect.

When necessary to make the repair

allows accessible or customary towing to the nearest authorized repair facility or accessible level expressway. On the basis of authorized repair facility or the vehicle's inoperable or continued operation, would result in a

agreed in material workmanship is sound, due to the *negligent carrying away*. Calcular will demand a full indemnity, and at a place of business, such a Calcular is liable for the source approved by Calcular.

components needed to contact the relevant

essential components needed to collect the data. Items specified under variant records in the data dictionary are required, but not necessarily assembled in a particular order.

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- covering period of the delivery date to the first user
- variable costs except as stated under "Caterpillar"
- responsibility limitations
- variable of transporting costs except as stated under "Caterpillar"
- responsibility limitations
- variable of overtime labor costs

- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by Catpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance and use of proper fuel, oil, lubricants and coolant.
- For electronically-controlled engines, allow Catpillar access to all electronic data stored in the Electronics Control Module.

During the extended warranty period the user is responsible for:

Providing people the ability to act on their system. All tests, especially education, tests for assessment components as specified.

Guides may notice a few variations: guides and top-down, mainly top-down, a variety of skills.

Performance of the equivalent maintenance and maintenance of individuals and coalition.

Simulations

Limitations

Caterpillar is not responsible for failures resulting from any use or installation which is not in accordance with the instructions. Failures resulting from attachments, accessories, and parts not sold or approved by Caterpillar. Failures resulting from abuse, neglect and/or improper handling.

Failures resulting from user's delay in making the product available after being notified of a potential product problem.

Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

Repair or replacement of unit injectors or nozzles after 150,000 miles (243,000 kilometers).

(continued on reverse side)

- Repair or replacement of water pump seals or thermostats after 200,000 miles (325,000 kilometers)
- Repair of auxiliary braking devices not manufactured by Caterpillar. Such devices are warranted by their manufacturer.

For product operating in the Middle East, Africa and China, certain limitations may apply to towing and/or travel expenses based on geographic location and proximity to the nearest authorized repair facility. Contact your nearest authorized repair facility to determine if these limitations apply.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write: In USA and Canada: Caterpillar Inc. Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF THE HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS. THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629-3345, or its subsidiary, Caterpillar of Australia Ltd., 1 Caterpillar Drive, Private Mail Bag 4, Trillamaine, Victoria 3043, Australia.

(*excluding Commonwealth of Independent States)

casting, camshaft, main bearing bolts, flywheel housing, oil cooler housing, water pump housing, air intake housing, and electronic control module.

These parts are warranted against defects in material and workmanship for 60 months or 500,000 miles (804,672 kilometers) or 10,000 operating hours, whichever occurs first after date of delivery to the user. This warranty runs concurrently with the standard warranty period.

w/Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: Items replaced under warranty become the property of Caterpillar.

Owner Responsibilities

Caterpillar Responsibility

able for: **standard warranty period, the user is**

[illegible]

w **Transporting cost, except as stated under "Caterpillar Responsibilities/Limitations".**
 w **Premium or overtime labor costs.**
 w **Parts shipping charges in excess of those which are usual and customary.**

- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a claim.

- **w** Promptly making the product available for repair.
- **w** Performance of required maintenance (including use of proper fuel, oil, filters, lubricants and coolant) and items replaced due to normal wear and tear.
- **w** Allowing Caterpillar access to all electronically stored data.

During the extended warranty period, the user is responsible for:

should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629-3345, or its subsidiary, Caterpillar of Australia Ltd., 1 Caterpillar Drive, Private Mail Bag 4, Tullamarine, Victoria 3043, Australia